

**INDEX**  
**TO**  
**SUBCONTRACT SCHEDULE**

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**ATTACHMENT 6**  
**TASK ORDERING AGREEMENT NO. PROFORMA**  
**UNDER**  
**PRIME CONTRACT NO. DE-AC36-08GO28308**

<b>CONTRACTING PARTY:</b>	ALLIANCE FOR SUSTAINABLE ENERGY, LLC MANAGEMENT AND OPERATING CONTRACTOR FOR THE NATIONAL RENEWABLE ENERGY LABORATORY (“NREL”)
<b>SUBCONTRACTOR:</b>	*
<b>ADDRESS:</b>	*
<b>TASK ORDERING AGREEMENT TITLE:</b>	“PERSONNEL/EQUIPMENT RELOCATION SERVICES”
<b>TYPE OF SUBCONTRACT:</b>	FIXED PRICE TASK ORDERING AGREEMENT
<b>PERIOD OF PERFORMANCE:</b>	BASIC: EXECUTION THROUGH TWELVE (12) MONTHS OPTION I: COMPLETION OF BASIC THROUGH TWELVE (12) MONTHS OPTION II: COMPLETION OF OPTION 1 THROUGH TWELVE (12) MONTHS OPTION III: COMPLETION OF OPTION 2 THROUGH TWELVE (12) MONTHS OPTION IV: COMPLETION OF OPTION 3 THROUGH TWELVE (12) MONTHS
<b>NOT TO EXCEED AMOUNT FOR TASK ORDERING AGREEMENT:</b>	\$.00
<b>PAYMENT TERMS:</b>	NET 30
<b>SUBCONTRACTOR'S REMITTANCE NAME AND ADDRESS:</b>	*
<b>FUNDED AMOUNT AND TASK CHARGE NUMBER:</b>	\$0.00 -- TO BE DESIGNATED ON EACH INDIVIDUAL TASK ORDER

**TASK ORDERING AGREEMENT NO. PROFORMA**

**BETWEEN**

**ALLIANCE FOR SUSTAINABLE ENERGY, LLC**  
**MANAGEMENT AND OPERATING CONTRACTOR FOR THE**  
**NATIONAL RENEWABLE ENERGY LABORATORY**

**AND**

\*

**SCHEDULE**

**INTRODUCTION**

THIS TASK ORDERING AGREEMENT is effective upon execution by the Alliance for Sustainable Energy, LLC, manager and operator of the National Renewable Energy Laboratory and is between the Alliance for Sustainable Energy, LLC, whose principal office is located in Golden, Colorado and \* (hereinafter called "Subcontractor"), whose principal offices are located in \*.

The Alliance for Sustainable Energy, LLC (hereinafter called "Alliance") has entered into Contract No. DE-AC36-08GO28308 (hereinafter called "Prime Contract") with the Department of Energy (hereinafter called "DOE"), an agency of the U.S. Government (hereinafter called "Government"), for the management and operation of the National Renewable Energy Laboratory (hereinafter called "NREL"). All references to "NREL" in this task ordering agreement shall mean the Alliance for Sustainable Energy, LLC.

This task ordering agreement is entered into in furtherance of the performance of the work provided for in the Prime Contract.

**AGREEMENT**

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

**ARTICLE 1 - THE WORK TO BE PERFORMED**

- A. The Subcontractor shall perform the work as specified for each task order authorized and issued by NREL under this task ordering agreement. The effort required by task orders authorized and issued by NREL under this task ordering agreement will include the type of work generally described in Appendix A, Statement of Work, entitled "Personnel/Equipment Relocation Services", attached hereto and made a part hereof, pursuant to the provisions of this task ordering agreement.
- B. Specific deliverables, quantities, due dates, reporting requirements, and addresses will be specified in the Statement of Work for each task order authorized and issued by NREL under this task ordering agreement.

**ARTICLE 2 - THE PERIOD OF PERFORMANCE**

- A. The period of performance for this task ordering agreement shall be as follows:

Basic:	Execution through ** Months
Option I:	Upon completion of Basic through ** Months
Option II:	Upon completion of Option I through ** Months
Option III:	Upon completion of Option II through ** Months
Option IV:	Upon completion of Option III through ** Months

Each of these periods may be extended by mutual written agreements of the parties. NREL will make a decision based on its sole judgement, whether or not to continue to authorize each Option prior to the completion date of each Option. If all Options are authorized by NREL, the total period of performance for the task ordering agreement would be \*\* (\*\*) months. If NREL should decide not to authorize an Option, the task ordering agreement shall be considered complete upon submittal of the final deliverables for all task orders authorized and issued by NREL during the preceding period/Option.

- B. The period of performance for each individual task order authorized and issued by NREL shall be specified in that task order. If the period of performance for an individual task order authorized and issued by NREL during the task ordering agreement's period of performance, extends beyond the completion date for this task ordering agreement, then this task ordering agreement's terms and conditions shall continue in effect for the task order.

**ARTICLE 3 - PRICE, PAYMENT, AND INVOICES**

- A. In full consideration of the Subcontractor's performance of each task order authorized and issued by NREL under this task ordering agreement, the Subcontractor shall be paid the firm fixed price specified in the individual task order in accordance with the payment schedule for that specific task order. Nothing in this task ordering agreement shall be construed to state or imply any agreement by NREL to place future subcontracts or task orders with the Subcontractor.
- B. The Subcontractor is hereby authorized to use the NREL tax exempt number \*\* for any use or sales tax which would otherwise apply for the acquisition of any materials or equipment that is required in the performance and delivery under this subcontract.
- C. The total amount of all task orders issued under this task ordering agreement shall not exceed the price of \$ \*\*. The not-to-exceed price is broken down as follows:

Basic Period Not-to-Exceed Price:	\$
Option I Period Not-to-Exceed Price:	\$
Option II Period Not-to-Exceed Price:	\$
Option III Period Not-to-Exceed Price:	\$
Option IV Period Not-to-Exceed Price:	\$_____
Total Not-to-Exceed Price:	\$

- C. Invoices for work accomplished under each task order, authorized and issued by NREL, shall be submitted in an original and one copy to:

National Renewable Energy Laboratory  
Attention: \*\*, M/S \*\*\*\*  
1617 Cole Boulevard  
Golden, CO 80401-3305

Each invoice shall reference the following which will appear on the cover sheet of each document:

1. Specific Task Order Number and;
2. The Basic Task Ordering Agreement Number.

Payments under each individual task order will be made by NREL in accordance with each individual task order's payment schedule, and the payment terms and to the remittance name and address shown on the cover sheet of this task ordering agreement. Final payment under each task order shall be made upon receipt of closeout documentation that may include DOE patent clearance for the task order, and a final property report and disposition for the task order.

The payment terms of this task ordering agreement shall mean net days from the date of receipt of an acceptable invoice or the date of receipt and acceptance of the deliverables or reporting requirements for the individual payment, whichever is later.

The Subcontractor shall submit its invoices in reasonable detail in accordance with the payment schedule contained in the individual task order showing the total fixed price invoiced and the cumulative fixed price for that task order. An authorized official of the Subcontractor shall sign the following certification on each invoice/voucher submitted for payment:

**"I certify that this invoice is correct and proper for payment, and payment for this amount has not and will not be received under any other Government contract or task ordering agreement or other source of Government funds.**

\_\_\_\_\_  
**Authorized Official**

\_\_\_\_\_  
**Date"**

The Subcontractor is hereby notified that NREL may withhold payment on invoices submitted, if the Subcontractor has failed to comply with or is delinquent in the submission of the reporting or deliverable requirements under the task order associated with the fixed price payment, until such time as the Subcontractor has complied or submitted such reporting or deliverable requirement.

#### **ARTICLE 4 - TASK ORDERING PROCESS**

The process for issuing task orders under this subcontract (task ordering agreement) shall be as follows:

- A. NREL shall request a proposal from the Subcontractor for each task order. The Subcontractor and the Technical Monitor will walk the job and prepare and submit a task order proposal that includes the following elements:

1. The proposed time to complete the Task Order.
2. A price proposal that provides the following sections:
  - a) Direct Materials – A breakdown of all direct materials required by the Subcontractor to perform the effort.
  - b) Direct Labor – A breakdown of the Subcontractor’s personnel who are proposed to perform work under this task order broken down by individual or category, **fully loaded hourly labor rates** (see paragraph E below), number of hours, and total proposed labor amount.
  - c) Equipment – A breakdown of proposed equipment and the pre-negotiated charge rate.
  - d) Lower-Tier Subcontractors – Identify each proposed lower-tier subcontractor’s amount. Include a proposal from the lower-tier subcontractor that contains the same information as required by the Subcontractor. Note that the lower-tier subcontractor shall be required to submit complete, current cost or pricing data to substantiate its proposed direct and indirect costs. Each lower-tier subcontractor's organizational conflict of interest representation or disclosure certification and the lower-tier subcontractor's completed Representations and Certifications shall also be included.
  - e) Travel – All trip charges, travel time, fuel, and mileage are included in the fully loaded labor rates.
  - f) Total Amount -- Self-explanatory.
- B. Each Task Order proposal shall be reviewed by NREL and a negotiation for that task order shall be conducted between NREL and the Subcontractor.
- C. Upon conclusion of the negotiations, NREL will issue a task order to the Subcontractor for execution and return to NREL. Each task order shall become a binding subcontract upon final execution by NREL.
- D. Upon final acceptance and award of each individual task order, the Subcontractor shall commence the effort.
- E. The Subcontractor shall utilize the following fully loaded rates in preparing proposals for individual task orders:

Unit DescriptionFixed Unit Price

## BASIC SUBCONTRACT:

1. \* \$ \_\_\_\_\_ \*

#. \* \$ \_\_\_\_\_ \*

## OPTION NO. I:

1. \$ \_\_\_\_\_ \*

#. \* \$ \_\_\_\_\_ \*

## OPTION NO. II:

1. \* \$ \_\_\_\_\_ \*

#. \* \$ \_\_\_\_\_ \*

## OPTION NO. III:

1. \* \$ \_\_\_\_\_ \*

#. \* \$ \_\_\_\_\_ \*

## OPTION NO. IV:

1. \* \$ \_\_\_\_\_ \*

#. \* \$ \_\_\_\_\_ \*

- F. Notwithstanding any provision herein to the contrary, nothing in this task ordering agreement shall prevent NREL from soliciting competitive proposals to perform work within the scope of work described in Appendix A, Statement of Work.

**ARTICLE 5 - APPLICABLE DOCUMENTATION**

In addition to the terms and conditions contained in this Schedule, the following documents are attached hereto and made a part of this subcontract:

- A. Appendix A, entitled "Statement of Work" dated 02/22/10.
- B. Appendix B-3, entitled "Standard Terms and Conditions", dated 01/18/10.
- C. Appendix F, Service Contract Act Wage Determination No.2005-2081, Revision No.8, Dated 07/31/2009.
- D. Subcontractor's technical proposal number (\*) dated \*\*/\*\*/, together with any revisions, is hereby incorporated by reference. In the event there is a conflict between the Subcontractor's technical proposal and any other provisions of this subcontract, the latter shall prevail.

**ARTICLE 6 - ORDER OF PRECEDENCE**

Any inconsistency in this subcontract shall be resolved by giving precedence in the following order:

- A. This Schedule;
- B. Statement of Work (Appendix A);
- C. Standard Terms and Conditions (Appendix B-3);
- D. Service Contract Act Wage Determination No.2005-2081, Revision No.8, Dated 07/31/2009 (Appendix F).
- E. Other provisions of this subcontract whether incorporated by reference or otherwise; and
- F. The Subcontractor's technical proposal, if incorporated in this subcontract by reference or otherwise.

**ARTICLE 7 - RIGHTS TO PROPOSAL DATA**

Except for technical data contained on pages (\*\*) of the subcontractor's proposal dated \*\*/\*\*/\*\* which are asserted by the Subcontractor as being proprietary data, it is agreed that, as a condition of the award of this subcontract, and notwithstanding the provisions of any notice appearing on the proposal, the Government and NREL shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this subcontract is based.

**ARTICLE 8 - SUBCONTRACT ADMINISTRATION RESPONSIBILITIES**

- A. Signature Authority: This subcontract may only be modified by a formal modification signed by an authorized official of NREL.
- B. Subcontract Administration Responsibilities: The authorized official of NREL has designated \* as the Subcontract Administrator for this subcontract with the responsibilities for subcontract administration and negotiation of any modifications to this subcontract. The Subcontract Administrator's telephone number is (303) 384-\*\*\*\*.
- C. Technical Monitoring Responsibilities: The authorized official of NREL has designated \* as the Technical Monitor for this subcontract with the responsibilities of monitoring the technical work or services to be performed under this subcontract. The Technical Monitor does not have the authority to make any commitments or authorize any changes, which may affect the subcontract's cost, scope of work, terms, or conditions. Any such changes shall be referred to the Subcontract Administrator designated in Paragraph B above. The Technical Monitor's telephone number is (303) 384-.

**ARTICLE 9 - PUBLICITY RELEASE AND PUBLIC AFFAIRS**

- A. Publicity release of any nature in connection with this subcontract shall be coordinated as provided in the "Public Affairs" clause of Appendix B. The Subcontractor shall not make without prior review and approval of the NREL Subcontract Administrator, any publicity release of any nature of general, non-



technical information in connection with this subcontract. For purposes of this subcontract, general, non-technical information means any information concerning the existence of the subcontract, the identity of the parties, and the scope and general character of the research or technical activity. As used in this Article, "publicity release" does not include a lawful inspection of the Subcontractor's records conducted pursuant to Federal or State public records access statutes. The Subcontractor may report specifics regarding the formation and execution of this subcontract in its internal publications without prior review and approval of the NREL Subcontract Administrator.

- B. Data rights are set forth in Appendix C hereof.

**ARTICLE 10 – FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT**

- A. This article applies to both subcontracts subject to area prevailing wage determinations and subcontracts subject to collective bargaining agreements.
- B. The Subcontractor warrants that the prices in this subcontract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this article.
- C. The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year subcontract or the beginning of each renewal option period, shall apply to this subcontract. If no such determination has been made applicable to this subcontract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year subcontract or the beginning of each renewal option period, shall apply to this subcontract.
- D. The subcontract price or subcontract unit price labor rates will be adjusted to reflect the Subcontractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Subcontractor as a result of:
1. The Department of Labor wage determination applicable on the anniversary date of the multiple year subcontract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Subcontractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Subcontractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
  2. An increased or decreased wage determination otherwise applied to the subcontract by operation of law; or
  3. An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this subcontract, affects the minimum wage, and becomes applicable to this subcontract under law.
- E. Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph C. of this article, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

- F. The Subcontractor shall notify the Subcontract Administrator of any increase claimed under this article within thirty (30) days after receiving a new wage determination unless this notification period is extended in writing by the Subcontract Administrator. The Subcontractor shall promptly notify the Subcontract Administrator of any decrease under this article, but nothing in the article shall preclude NREL from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Subcontract Administrator may reasonably require. Upon agreement of the parties, the subcontract price or subcontract unit price labor rates shall be modified in writing. The Subcontractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- G. The Subcontract Administrator or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Subcontractor until the expiration of three (3) years after final payment under the subcontract.

#### **ARTICLE 11 - ALTERATIONS TO TERMS AND CONDITIONS**

#### **RESERVED**

#### **ARTICLE 12 - INTEGRATION**

This task ordering agreement contains the entire understanding between the parties, and there are no understandings or representations except those set forth or incorporated by reference herein. No subsequent modifications of this subcontract shall be of any force or effect unless in writing signed by a duly authorized official of NREL.

IN WITNESS WHEREOF, the parties hereto have executed this subcontract as of the date fully signed below.

ACCEPTED: \*

AUTHORIZED: ALLIANCE FOR SUSTAINABLE  
ENERGY, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_